

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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TRAVEL & SUBSISTENCE PROVISION

FOR

DRYWALL INSTALLER/LATHER (CARPENTER)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN
FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA
CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE,
YOLO, AND YUBA COUNTIES

NORTHERN CALIFORNIA

DRYWALL/LATHING

MASTER AGREEMENT

between

NORTHERN CALIFORNIA

DRYWALL CONTRACTORS

ASSOCIATION

and

CARPENTERS 46

NORTHERN CALIFORNIA

COUNTIES CONFERENCE

BOARD

of the

UNITED BROTHERHOOD OF

CARPENTERS AND JOINERS OF

AMERICA AFL-CIO

AUGUST 1, 1999 to JULY 31, 2004

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Chief's Office

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Div. of Labor Statistics & Research
Chief's Office

These employees laid off or discharged shall be paid in at the time of layoff or discharge. The employee shall collect waiting time from the time of layoff or discharge until all monies due are collected. (For matters of computation, his/her pay status shall continue for each calendar day until pay is received; provided, however, that more than eight (8) hours pay shall be charged for any calendar day. Waiting time shall not exceed thirty (30) calendar days.) This Article does not preclude the right of a person to seek any legal remedy available.

Any employee under normal circumstances except as otherwise provided herein shall be required to put in a full eight (8) hour day unless laid off or told to leave the job by the employer, in which case he shall be paid in accordance with this Article.

ARTICLE 27 PAYMENT OF WAGES

All wages due workers must be paid weekly on the designated day by the Employer on the job site prior to the end of the shift. Each worker shall be furnished with a detachable check stub showing the Employer's name and address, the worker's name and/or Social Security number, total straight time hours, total overtime hours, total expense reimbursements, the payroll period for which the check is applicable, and all deductions. The Employer shall maintain an adequate time record identifying the individual worker and setting forth a daily record of hours worked by each such worker. The worker will not be required to sign a waiver of the right to receive his current wages. Except for delays in delivery of paychecks beyond the control of the Employer, a worker not receiving wages on a designated pay day shall receive straight-time wages for waiting time for all days at eight (8) hours per day regardless of the day of the week in addition to his regular wages for hours worked. No workers applying for employment shall be required to sign or fill out any form, document, or questionnaire pertaining to medical history or medical condition as a condition of obtaining or retaining employment.

After the first known payroll check has not properly cleared the bank, the Union may demand that all future payments of wages shall be made by certified check or cash. In either case, the accompanying payroll records shall be included. The Union has the obligation to notify the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., or its successor, as well as all other Trust Funds of the names of any contractor whose payroll checks are not honored by his bank.

Good cause appearing, a Union representative or his agent shall have the right to examine the payroll records of an Employer on reasonable notice for the purpose of investigating compliance with the terms of this Agreement.

ARTICLE 28 PARKING

In the event free parking facilities are not available within 1320 feet (measured by most direct route on a dedicated vehicular public thoroughfare) of a job site, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the individual Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost hereof such reimbursement to be made on a weekly basis or at the conclusion of the project whichever occurs earlier.

ARTICLE 29 TOOLS AND EQUIPMENT

Employees shall furnish their own tools but shall not furnish, rent, or lease: ladders, miter boxes, electric drills, automotive equipment to be used for the purpose of hauling or delivering individual Employer's materials or equipment, or any kind of power operated machines or saws. Each employee shall arrive on the job with tools in proper condition. To implement this Article, the individual employee shall provide a tool box with a lock.

When the individual Employer shall provide a reasonably secure place for his employees to keep their tools and the individual employee's full kit of working tools is lost by reason of fire or theft while in the individual Employer's care, the individual Employer shall reimburse the employee for such loss up to a maximum of \$500.00. Within two (2) working days from the date of the claim for loss of tools as provided herein, the individual Employer shall acknowledge liability therefore or reject the claim.

Failure on the part of the individual Employer to comply with the provisions hereof shall be referred to the Joint Adjustment Board.

Employee's vehicles shall not be used for transportation of materials or tools owned by or subject to the control of the Employer exceeding 100 pounds.

ARTICLE 30 TRAVEL AND SUBSISTENCE

1. On all work covered by this Agreement, as described in this Article, the following shall apply effective July 1, 2000. All jobs bid or awarded, or under construction prior to July 1, 2000, shall be completed under Subsistence requirements in effect prior to July 1, 2000.

(a) No subsistence shall be paid on any job or project located less than fifty (50) road miles from any city hall or post office in the following cities:

Eureka	Santa Rosa
Monterey	Visalia
Fresno	Redding
Kings Beach	South Lake Tahoe
Auburn	Chico
Cloverdale	Woodland
Oakland	Jackson
Manteca	San Jose
Merced	

(b) On any job or project located fifty (50) or more road miles from a city hall or post office located in a city listed in paragraph 1(a), subsistence shall be paid at the rate of twenty-five dollars (\$25.00) per day. The individual employer shall pay to each employee covered by this Agreement the amount shown above for each day's work in addition to their regular and overtime wages as subsistence.

(c) The area known as Geysers is a ten dollar (\$10.00) subsistence zone.

(d) Work performed at the Mt. Hamilton Observatory or facilities adjacent thereto shall be a subsistence zone.

2. Exemption to the requirement for payment of subsistence:

The individual employer shall not be required to pay subsistence to employees covered by this Agreement where employees are employed to work:

- (a) At the individual employer's permanent yard;
- (b) At the individual employer's permanent shop;
- (c) On buildings of three (3) stories or less which are a part of a residential construction project located within the subsistence area;

(d) On streets, roadways and utilities, which are a part of a residential construction project of buildings of three (3) stories or less, located within the subsistence area. This exemption does not apply to camps, highways, dams, tunnels or similar heavy engineering projects.

3. On all other work located within the subsistence area when any employee works two (2) or more hours in any one (1) day, he/she shall be paid the subsistence allowance for that day. Such pay shall be paid to employees by separate check.

4. The individual employer's daily charge for board and lodging on jobs where subsistence is paid shall not exceed the daily subsistence allowance paid the employee.

5. Such payments for subsistence shall be excluded from the wages of the employee for the purpose of the Fair Labor Standards Act and shall be paid to such employee by check weekly and identified separately therein. Subsistence is defined as reimbursement for food, lodging and living expenses out of town and is not a wage or reimbursement for time spent going to or from the job site.

6. If an employee is transported by the individual employer from a permanent yard or shop located in a free zone to work in a subsistence zone and transported back to the same permanent yard or shop in a free zone, all on the same day, on the individual employer's time, he shall not receive subsistence.

7. Both parties agree to meet and confer relative to subsistence where extremely adverse conditions exist with respect to job site access.

Any employee may refuse, without penalty, work requiring an overnight stay.

ARTICLE 31 HANDICAPPED WORKERS

A person who is incapacitated by age, physical or mental handicap, temporary disabilities, or other infirmities may be employed at an hourly wage rate below the minimum established for this Agreement provided he shall have first obtained written permission from the Union, and the rate set shall be subject to the approval of the Union.